right of the state to a tax on the shares of non-exempt distributees vests on the death of the intestate. *Matter of Ramsdill*, 190 N. Y. 492. See NOTES, p. 435.

TORTS — INTERFERENCE WITH BUSINESS — CONTRACT RIGHTS. — The plaintiff supplied phonographic goods to A and B, who contracted not to sell to dealers who were on the plaintiff's suspended list. The defendant company, which was on the list and knew of the contracts, persuaded A, and by fraud procured B, to sell to it. The plaintiff sought damages and an injunction to prevent the defendant from procuring further sales by A and B. *Held*, that no action lies against the defendant for persuading A to sell, but that it may be enjoined from procuring sales by fraud. *Nat'l Phonograph Co.* v. *Edison-Bell Con. Phonograph Co.*, [1908] 1 Ch. 335.

This case reverses in part the decision of the lower court that the plaintiff's action was not maintainable, criticized in 20 HARV. L. REV. 656.

USURY — NATURE AND VALIDITY OF USURIOUS CONTRACT — APPLICATION OF FEDERAL STATUTE TO STATE BANK BUYING INSTRUMENT ORIGINALLY USURIOUS. — § 5198 of the U. S. Compiled Statutes, 1901, provides that, though a national bank knowingly charges a usurious rate, the instrument shall not be void. N. Y. Laws, 1837, c. 430, § 1, provided that all instruments charging a usurious rate should be void; but N. Y. Laws, 1892, c. 689, § 55, provided that state banks should be subject to the same usury laws as national banks. A note was made by the defendant at a usurious rate to a payee not a bank. It was later bought at a legal rate and sued on by a state bank which knew of the usury. *Held*, that there can be no recovery. *Schlesinger* v. *Lehmaier*, 191 N. Y. 69.

If a bank takes a usurious note as payee, whether in good or bad faith, or if it purchases a note without knowledge of its usurious character, the note can be enforced. *Farmers', etc., Bank* v. *Dearing*, 91 U. S. 29; *Schlesinger* v. *Gilhooly*, 189 N. Y. 1. This case of a purchase with knowledge seems the one instance where the ordinary state usury laws have been held a defense to negotiable paper owned by a bank. For a discussion of the case in a lower court, see 20 HARV. L. REV. 581. *Cf.* 21 HARV. L. REV. 136.

WILLS — CONSTRUCTION — ADMISSIBILITY OF EXTRINSIC EVIDENCE TO SHOW TESTAMENTARY INTENT. — A executed a warranty deed to B, but never delivered it. The document fulfilled the formal requirements of the statute of wills, but evidenced no *animus testandi*. It was placed in an envelope with A's will. *Held*, that extrinsic evidence is inadmissible to prove that the deed was executed with testamentary intent. *Noble* v. *Fickes*, 82 N. E. 950 (Ill.).

No set form is required for wills. A paper drawn as a deed is entitled to probate if it plainly expresses the testamentary intent and fulfills the statutory requirements. *Lincoln* v. *Felt*, 132 Mich. 49. But the mere fact that it is inoperative *inter vivos* does not make it a will. *Estate of Skerrett*, 67 Cal. 585. Where an instrument through its ambiguity may be construed as either a will or a deed, extrinsic evidence is admissible to prove the maker's intent. *Robertson* v. *Dunn*, 2 Murph. (N. C.) 133. Even where the words are unequivocally those of a deed, the English courts admit parol evidence to prove an *animus testandi*. *Goods of Slinn*, L. R. 15 P. D. 156. The only American decision found repudiates this doctrine on the ground that it transgresses the parol evidence rule. *Clay* v. *Layton*, 134 Mich. 317. The choice between the two doctrines rests on policy. The English decisions offer a great opportunity for fraud and mistake, while the present case utterly disregards the actual intention of the deceased. However, the general policy of the law as to wills, restricting parol testimony to the narrowest possible limit, favors the decision.

WILLS — CONSTRUCTION — GIFT BY IMPLICATION. — A testator devised his residuary estate to his step-mother and to his sister in equal shares, and provided that if either died without issue surviving, her share would go to the survivor. The mother died before the testator, leaving a grandchild, and her

daughter, the other residuary legatee. *Held*, that there is no gift by implication to the grandchild, and, since the condition on which the gift over was to take place has not happened, the gift lapses. *Matter of Disney*, 190 N. Y. 128.

A testamentary gift will be implied without formal words if there is a strong probability that such was the testator's intention. Thus a devise to B and his heirs after the life of A gives by implication a life estate to A when B is the testator's heir, but not when B is a stranger. *Dashwood* v. *Peyton*, 18 Ves. 27, 40. Further, if the gift is to A for life, and if A dies without issue, to B, a gift to A's issue has been implied. *Dowling* v. *Dowling*, 1 Eq. Cas. 442; *contra*, *Monypenny* v. *Dering*, 7 Hare 568. In the present case the court decided that the testator meant the residuary legatees to take absolutely if they survived him, and that the gift over could take place only in case one legatee died without issue before the testator. But if this interpretation is correct the testator probably meant that the issue should take. The decision imputes to the testator the extraordinary intention that the survivor shall take if the other legatee dies without issue, but if there is issue there shall be an intestacy.

WILLS — CONSTRUCTION — RELATION OF MISTAKE TO THE PROBLEM OF INTERPRETATION. — A testator who owned the east half of a certain quarter section of land but did not own the whole of the north half, devised the north half of that quarter section under circumstances which showed his intent to devise the east half. *Held*, that the court may strike out the false words of description and construe the equivocal description which remains as a devise of the land which the testator owned. *Felkel* v. *O'Brien*, 83 N. E. 170 (Ill.). See NOTES, p. 434.

WILLS — EXECUTION — "SIGNED AT THE END THEREOF." — A statute required that every will should be signed at the end thereof. The printed form upon which a testatrix wrote her will reserved a blank line for the signature. Beneath this line was a printed attestation clause, the recital of which contained a blank space for the name of the maker. The testatrix signed her name only in this latter space. *Held*, that the will is not signed at the end and is therefore invalid. *Sears* v. *Sears*, 82 N. E. 1067 (Oh.).

It appears to be settled that, unless there is express incorporation by reference, a will is not signed at the end if any part of a disposing clause follows the signature. *Matter of Andrews*, 162 N. Y. 1. If, however, the clause which follows the signature does not affect the construction of the will or the rights of the beneficiaries, the signature may properly be considered to be at the "end" of the will. *Baker* v. *Baker*, 51 Oh. St. 217; see *Ward* v. *Putnam*, 85 S. W. 179 (Ky.); *Wineland's Appeal*, 118 Pa. St. 37. It is immaterial whether the recitals of the attestation clause precede or follow the signature. *Younger* v. *Duffie*, 94 N. Y. 535. The statute does not forbid blank spaces in the body of a will. If, therefore, the signature follows the attestation clause, the will is properly signed although a space set apart to receive the signature has not been filled. *Morrow's Estate*, 204 Pa. St. 479. It seems to follow that if the present case is to be supported, it must be on the ground that the reason and policy of the statute demand that the signature shall be placed in such an independent position as to indicate clearly an intention to execute the instrument. See *Matter of Booth*, 127 N. Y. 109; but see *Matter of Noon*, 31 N. Y. Misc. 420.

WILLS — PROBATE — CONTEST BY STATE. — The State of Tennessee, claiming the right of escheat, attempted to contest the will of one who had died without heirs. *Held*, that the state may make such a contest. *State* v. *Lancaster*, 105 S. W. 858 (Tenn.).

At common law the lord took escheated land, not as successor or heir of the tenant, but as the owner who had granted it on terms that had expired. The lord's right, therefore, was proprietary, not prerogative, and title vested immediately on the death of the tenant. See *Doe* v. *Redfern*, 12 East 96. By the abolition of tenure in the United States, the sovereign's right to escheated land is the same as that to *bona vacantia*. But, by the weight of authority, this right